

Huntington      GIS 35GL08 10

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Schneider"), an Indiana Corporation, and Huntington County, ("Owner"), a County Government on January 16, of 2001.

**SCHNEIDER**  
The Schneider Corporation  
8901 Otis Avenue  
Indianapolis, Indiana 46216-1037  
(317) 826-7100

**OWNER**  
Huntington County Commissioners  
201 North Jefferson  
Huntington, IN 46750

Owner intends to contract for **GIS Professional Services ("Project")**:

Project Name: GIS Maintenance & Support

Common Location: Huntington, IN

Sec/Twp/Rg:

County: Huntington

### AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Schneider and Owner agree as follows:

1. **Scope of Services.** Schneider shall provide Owner with professional services in connection with the Project as described in Scope of Services (Attachment A). Schneider shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
2. **Schedule of Services.** Schneider shall start and complete work as set forth in the Scope of Services. Schneider shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Schneider's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Owner shall give Schneider authorizations to proceed prior to Schneider commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
4. **Owner's Responsibilities:** Owner shall do the following in a timely manner so as not to delay the services of Schneider: (1) Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project. Schneider may rely fully on information and instructions provided by Owner's representative. Hereinafter, all references in this Agreement to "Owner" mean Owner or Owner's Representative. (2) Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Schneider by placing at Schneider's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which Schneider may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Schneider whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Schneider's services, or any defect or nonconformance in the work of any contractor.
5. **Payment for Services.** Owner shall compensate Schneider for services rendered according to Schedule of Fees (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion. Subject to approval of Huntington County Council and the Indiana State Board of Tax Commissioners.
6. **Payment Terms.** Owner agrees to pay all fees within 60 days of the date of the claim.

7. **Invoicing.** Detailed billings will be provided on a monthly basis.
  - A. **Fixed Fee** - The invoices will be based on Schneider's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases.
  - B. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.
8. **Term and Termination.** Schneider's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If payment is not received within 60 days of the date of invoice, Schneider reserves the right, after giving seven days notice to Owner, to suspend services to the Owner or to terminate this Agreement. Schneider shall not be liable to Owner or any third parties for any damages caused by the suspension or termination of work for non-payment. Should Schneider and Owner be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Schneider shall have the right to terminate this Agreement upon seven days written notice to Owner. Owner may terminate this Agreement for any reason or without cause upon thirty days written notice to Schneider. If any work covered by this Agreement is suspended, terminated or abandoned, the Owner shall compensate Schneider for services rendered to the date of written notification of such suspension, termination or abandonment.
9. **Cost Estimates.** Schneider has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Schneider's opinions of probable total Project costs are made on the basis of Schneider's experience and qualifications and represent Schneider's best judgment as an experienced and qualified professional, familiar with the GIS industry. Schneider cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable costs prepared by Schneider.
10. **Assignment.** Neither Schneider or Owner shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Schneider from employing independent professional associates and consultants to assist in the performance of the services hereunder, upon prior approval by Owner.
11. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Schneider, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Schneider and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Schneider in conjunction with the services provided for under this Agreement shall remain the property of Huntington County and the intellectual property of Schneider.
12. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
13. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement, consisting of seven pages, constitute the entire Agreement between Owner and Schneider and supersede all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

**OWNER****Huntington County Board of Commissioners**

By: Richard Brubaker  
Print: Richard Brubaker  
Title: Huntington County Commissioner  
Date: 1-16-2001

By: Vincent W. Hoover  
Print: Vincent W. Hoover  
Title: Huntington County Commissioner  
Date: 1/16/01

By: George A. Schulz  
Print: George A. Schulz  
Title: Huntington County Commissioner  
Date: 1-16-2001

**Witness:**

By: Donald D. Schoeff  
Print: Donald D. Schoeff  
Title: County Auditor  
Date: 1-16-2001

**Schneider****The Schnelder Corporation**

By: \_\_\_\_\_  
Print: Eric A. Torok  
Title: Director, Geographic Information Systems  
Date: \_\_\_\_\_

# **ATTACHMENT A SCOPE OF SERVICES**

## **PROJECT NAME: GIS Professional Services**

Schneider shall provide Owner with professional and related services in connection with the Project as described below.

The intent of services provided under this contract is to assist Owner with maintenance of the County's GIS. This may include technical support, programming, or the generation of additional layers.

Hourly services (provided on demand and invoiced monthly according to Attachment B). Examples including:

- Technical phone support for GIS users
- GIS technical on-site support
- GIS consulting services
- Computer / software / network technical on-site support
- Computer / software / network technical phone support

Fixed Fee services (individually quoted for projects that may arise during the course of the year):

- GIS applications development
- GIS layers development
- GIS training classes
- Other GIS services as requested

NOTE: Fixed Fee services require the signing of an Authorization to Proceed before commencement of work.

## **ATTACHMENT B FEE SCHEDULE**

### **PROJECT NAME: GIS Professional Services**

Owner shall compensate Schneider for services rendered in accordance with the following:

This contract remains in effect from the date of signing or January 2, 2001 (whichever is later), until December 31, 2001. Owner shall receive monthly invoices reflecting the prior month's Hourly services.

Other Fixed Fee phases of this project may be developed throughout the year and will be estimated for the Owner before beginning. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

### **Hourly Fee Schedule**

JOB TITLE	REGULAR HOURLY RATE
PRINCIPAL	\$130.00
GIS DIRECTOR	\$110.00
COMPUTER PROGRAMMING OR COMPUTER/NETWORK TECH SUPPORT	\$120.00
GIS PROJECT, PRODUCTION MANAGER	\$95.00
GIS SPECIALIST	\$85.00
GIS TECHNICIAN	\$70.00
REGISTERED LAND SURVEYOR	\$85.00
LAND SURVEYOR	\$65.00
SURVEY CREW / 2-PERSON	\$130.00
SURVEY CREW / 3-PERSON	\$162.50
SURVEY OFFICE SUPPORT	\$65.00
SECRETARIAL	\$45.00

Travel time for onsite visits will be billed at one-half the hourly rate of the personnel responding.  
Mileage will be billed at 33 cents per mile.

Certified mailings or Shipping	at cost
Delivery fees	
Marion County	\$20.00
Outside Marion County	\$25.00
Other out-of-pocket expenses	cost plus 10%

~~After a period of 18 months from the date of this Agreement, all fees remaining under this contract are subject to an increase of up to 6% at the discretion of The Schneider Corporation, and may further be increased by 6% annually thereafter.~~

## DESIGNATION OF OWNER'S REPRESENTATIVE

PROJECT NAME: GIS Professional Services

In accordance with Paragraph 4(1) of Schneider's Professional Services Agreement between Owner and Schneider, dated January 16, 2001 and \_\_\_\_\_ respectively, Owner hereby designates James Cadoret to act as Owner's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

\_\_\_\_\_ No Exceptions

\_\_\_\_ Exceptions (List below)

**OWNER**

By: Richard Brabaker  
Print: Richard Brabaker  
Title: Pres. County Comm.  
Date: 1-16-2001

**AUTHORIZATION TO PROCEED**

**PROJECT NAME: GIS Professional Services**

In accordance with Paragraph 3 of the Professional Services Agreement between Owner and Schneider, dated January 16, 2001 and \_\_\_\_\_ respectively, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

\_\_\_\_ Hourly services (provided on demand and invoiced monthly according to Attachment B). Examples including:

- Technical phone support for GIS users
- GIS technical on-site support
- GIS consulting services
- Computer / software / network technical on-site support
- Computer / software / network technical phone support

Richard Brabaker  
Professional Services Agreement Between  
The Schneider Corporation and  
Huntington County

ver. 10/99

# AUTHORIZATION TO PROCEED

## PROJECT NAME: GIS Professional Services

In accordance with Paragraph 3 of the Professional Services Agreement between Owner and Schneider, dated January 16, 2001 and January 20, 2001 respectively, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

\_\_\_\_\_ Three days of ArcView GIS Training including:

- Two consecutive days (8 hours each) of ESRI Authorized ArcView GIS training with course manuals for each student.
- A third consecutive eight-hour day of specialized Data Maintenance training. Owner will work with Schneider to design the training format and material. This agenda must be completed at least one week before the first day of training. All attendees must have completed the two-day ESRI Authorized ArcView GIS class.

Huntington County will provide the training facility, computers, and software in Huntington. ArcView GIS software and course data and exercises will be installed by Huntington County on the classroom computers prior to the start of Day 1.

The cost for the two-day ArcView GIS class is \$2,030 plus \$85 per student for course materials.

The cost for the one day Data Maintenance training is \$85 per hour. The current estimate for this class:

- Eight hours of training at \$85 per hour
- Four hours of prep time at \$85 per hour
- Three hours of travel time at \$42.50 per hour
- Mileage, room and board at \$140
- Total estimated cost for this class is: \$1,287.50

The current dates for training are March 27-29, 2001.

Subject to approval by the Huntington County Council and Indiana State Board of Tax Commissioners.

for OWNER

By: James A. Cadoret  
Print: JAMES A. CADORET  
Title: GIS Manager  
Date: 2-26-01